

CONTRACT #6
RFS # N/A
UT Tracking # 98987

University of Tennessee
Health Science Center

VENDOR:
University of Tennessee
Medical Group (UTMG)



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

April 4, 2007

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University of Tennessee Medical Group (UTMG) to provide family supervision of OB/GYN residents at the Baptist Hospital. The Accreditation Council for Graduate Medical Education requires around-the-clock faculty presence in hospitals when residents are providing obstetrics and gynecology services. In accordance with the university's affiliation agreement with the UT Medical Group (UTMG), UTMG is the sole provider under which OB/GYN patient care activities of the university's full-time faculty members shall be conducted. Patient care activities are defined as medical, medical administrative, educational and related professional services to hospitals.

The effective dates of the proposed contract are July 1, 2007 through June 30, 2008 with an estimated cost of \$450,000. This contract is a continuation of agreements previously approved by the Fiscal Review on December 18, 2003, June 17, 2004, October 26, 2005, May 15, 2006, and February 26, 2007.

If you have questions or need additional information, please let me know.

Respectfully,

A handwritten signature in cursive script, appearing to read "Sylvia Shannon Davis".

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. William Owen

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	98987	
2) State Agency Name :	University of Tennessee Health Science Center – College of Medicine	
3) Service Caption :	OB/GYN resident supervision at Baptist Hospital	
4) Proposed Contractor :	University of Tennessee Medical Group (UTMG)	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2007	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$450,000	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	Faculty supervision of OB/GYN residents at Baptist Hospital.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	The Accreditation Council for Graduate Medical Education (ACGME) requires the 24-hour presence of faculty in the hospital when residents are on an obstetrics and gynecology service.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	UT has an affiliation agreement with UTMG to provide resident supervision services resulting services being acquired on a non-competitive basis.	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)	UTMG, 66 North Pauline, Suite 101, Memphis, TN 38105	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :	UTMG has been the private practice entity for the College of Medicine faculty for over 30 years. UTMG has provided resident supervision throughout this time period.	

14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
Under the provisions of the UT/UTMG affiliation agreement, UTMG shall be the "sole and exclusive entity through and under which the patient care activities of the University's full-time faculty members" shall be conducted. "Patient care activities" are defined in the agreement as "medical, medical administrative, educational and related professional services to hospitals."		
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)		
Under the provisions of the UT/UTMG affiliation agreement, UTMG shall be the "sole and exclusive entity through and under which the patient care activities of the University's full-time faculty members" shall be conducted. "Patient care activities" are defined in the agreement as "medical, medical administrative, educational and related professional services to hospitals."		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
Agency Head Signature		Date

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
		98135	
State Agency		State Agency Division	
University of Tennessee		UT Health Science Center	
Contractor Name		Contractor ID # (FEIN or SSN)	
UT Medical Group, Inc.		<input type="checkbox"/> C- or <input type="checkbox"/> V- 62-1162462	
Service Description			
Faculty supervision services for OB/GYN Residents			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
July 1, 2007	June 30, 2008	Vender	N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
332.30	N/A	N/A	N/A
FY	State	Federal	Interdepartmental
2007			
TOTAL:	\$ -	\$ -	\$ -
			\$ 450,000.00
			\$ 450,000.00
— COMPLETE FOR AMENDMENTS ONLY —			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
2008	\$ 450,000.00		Sylvia Davis 865-974-4048
			State Agency Budget Officer Approval
			Sylvia Davis, VP Administration and Finance
			Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 450,000.00	\$ -	
End Date	June 30, 2008		
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
The University of Tennessee has an affiliation agreement with the UT Medical Group, Inc. (UTMG) whereby UTMG is the sole provider for OB/GYN patient care activities to the university's full-time faculty members.			

98987

THE UNIVERSITY OF TENNESSEE

CONTRACT

This Contract, made and entered into on 7-1-07, documents the agreement between The University of Tennessee (hereinafter University) and UTMG (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 0 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following:

24/7 faculty supervision of OB residents at Baptist Hospital for Women in accordance with the terms in the UT/Baptist agreement.

The period of performance under this contract is from 7-1-07 through 6-30-08. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$ as invoiced per quarter.

Other payment terms:

Amount will be actual costs as paid by UTMG to individual physicians not to exceed \$450,000. No funds will be dispersed from the University until funds are received from Baptist Hospital.

The University's maximum liability under this Contract is \$ 450,000.00.

Other terms (N/A if none):

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Name

Title

Address

Telephone Number

SSN or Fed. Id. No.

FOR UNIVERSITY:

Graduate Medical Education

Department Name

R073202065

Responsible Account
(If applicable)

Administrative Signature
(Optional)

Authorized Official

Anthony A. Ferrara
Vice Chancellor
Finance & Operations

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).